

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4		Page 1 Of 20	
2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-0089		3. Effective Date 2003DEC23		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ABGA JEFFREY BEAN (586)574-7860 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: BEANJ@TACOM.ARMY.MIL		Code W56HZV		6. Administered By (If Other Than Item 5) DCMA BOSTON 495 SUMMER STREET BOSTON, MA 02210-2138 SCD C PAS NONE ADP PT HQ0337		Code S2206A	
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) BOSTON DYNAMICS INC. 515 MASSACHUSETTS AVENUE THIRD FLOOR CAMBRIDGE, MA. 02139-4018 TYPE BUSINESS: Other Small Business Performing in U.S.				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				9. Discount For Prompt Payment			
				10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12	
Code 0Y756		Facility Code		To The Address Shown In:			
11. Ship To/Mark For SEE SCHEDULE		Code		12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266		Code HQ0337	
13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				14. Accounting And Appropriation Data ACRN: AA 21 42040000046N6N7EP665502255Y S20113 W56HZV			
15A. Item No. SEE SCHEDULE		15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price		15C. Quantity		15D. Unit	
				15E. Unit Price		15F. Amount	
				KIND OF CONTRACT: Research and Development Contracts			
15G. Total Amount Of Contract						\$69,997.00	
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	15
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	6	X	J	List of Attachments	20
X	D	Packaging and Marking	8	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	9	K	Representations, Certifications, and Other Statements of Offerors		
X	F	Deliveries or Performance	10				
X	G	Contract Administration Data	11	L	Instrs., Conds., and Notices to Offerors		
X	H	Special Contract Requirements	13	M	Evaluation Factors for Award		
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer DEREK MCALEER MCALEERD@TACOM.ARMY.MIL (586)574-7197			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		20C. Date Signed 2003DEC23	

NSN 7540-01-152-8069

PREVIOUS EDITIONS UNUSABLE

25-106

GPO : 1985 0 - 478-632

Standard Form 26 (Rev. 4-85)

Prescribed By GSA-FAR (4.8 CFR) 53.214(a)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0089 MOD/AMD	Page 2 of 20
Name of Offeror or Contractor: BOSTON DYNAMICS INC.		

SECTION A - SUPPLEMENTAL INFORMATION
A-1 Purpose:

The purpose of this contract is to provide for Boston Dynamics, Inc. of Cambridge, MA to perform a research and development program on behalf of the United States Army Tank-automotive and Armaments Command of Warren, Michigan.

This is a Phase I award under the Army's Small Business Innovative Research (SBIR) program. On 1 May 2003 the government released Program Solicitation Number 03.2 for the 2003 SBIRs. It contained topic A03-242 "The Robotic Mule." Boston Dynamics, Inc. submitted a proposal on this topic which forms the basis for this contract award.

*** END OF NARRATIVE A 001 ***

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Name of Offeror or Contractor: BOSTON DYNAMICS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>DATA ITEM</u> SECURITY CLASS: Unclassified				
A001	<u>CONTRACTOR'S PROG STATUS & MGMT REPORT</u> NOUN: FY04 NEW PHI BOSTON DYNAMICS SECURITY CLASS: Unclassified PRON: E142C094EH PRON AMD: 01 ACRN: AA AMS CD: 665502M4055 The Contractor shall deliver the first and second Contractor's Progress, Status and Management Report. See Exhibit A. item A001, and section C.2.1. (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 000000 3 DEL REL CD QUANTITY DEL DATE 001 2 SEE DD FORM 1423 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423	2	EA	\$ 23,332.00000	\$ 46,664.00
A002	<u>SCIENTIFIC AND TECHNICAL REPORT</u> NOUN: FY04 NEW PHI BOSTON DYNAMICS SECURITY CLASS: Unclassified PRON: E142C094EH PRON AMD: 01 ACRN: AA AMS CD: 665502M4055	1	EA	\$ 23,333.00000	\$ 23,333.00

Name of Offeror or Contractor: BOSTON DYNAMICS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	<p>The Contractor shall deliver a Scientific and Technical Report. Reference Exhibit A, item A002, and section C.2.2.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DOC</td><td colspan="2">SUPPL</td></tr><tr><td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td></tr><tr><td>001</td><td>000000</td><td></td></tr><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DEL DATE</u></td></tr><tr><td>001</td><td>1</td><td>SEE DD FORM 1423</td></tr></table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423</p>	DOC	SUPPL		<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	001	000000		<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	1	SEE DD FORM 1423				
DOC	SUPPL																			
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>																		
001	000000																			
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																		
001	1	SEE DD FORM 1423																		
0002	<p><u>OPTION</u></p> <p>SECURITY CLASS: Unclassified</p> <p>If exercised, the Contractor shall deliver an additional Contractor's Progress, Status and Management Report, in accordance with Exhibit A, item A003. and an Addendum to the Scientific and Technical report, in accordance with Exhibit A, item A004. Reference sections C.4 and H.1. The total cost of the option shall be \$49,999.</p> <p>(End of narrative B001)</p>																			

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Name of Offeror or Contractor: BOSTON DYNAMICS INC.		

B.1 Payments: The payments under this contract are to be in accordance with the subCLINs. Payment is contingent upon TACOM receiving and approving a DD Form 250 (reference section H provision "Local Addresses for DD Form 250") for the report/addendum designated in each subCLIN. The Contractor shall then submit the approved DD Form 250 to the payment office indicated in Block 12 on the face page of the contract in order to receive payment.

B.1.1 Basic award: SubCLIN A001 is set up to pay the Contractor after the 2nd and 4th months after contract award, upon receipt of satisfactory Contractor's Progress Status, and Management Reports. SubCLIN A002 shall pay the Contractor at the 6th month after award, upon receipt of a satisfactory Scientific and Technical Report.

B.1.2 Option: If Option CLIN 0002 is exercised (reference section H.1 "Option") SubCLIN A003 shall be established to pay the contract after the second month of option performance, upon receipt of a satisfactory Contractor's Progress Status, and Management Report. SubCLIN A004 shall pay the Contractor after the 4th month of option performance, upon receipt of a satisfactory Addendum to the Scientific and Technical Report.

*** END OF NARRATIVE B 001 ***

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Name of Offeror or Contractor: BOSTON DYNAMICS INC.		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Statement of Work:

The Contractor, acting as an independent contractor and not as an agent of the Government, shall provide the necessary personnel, facilities, materials and services to complete the effort described in pages 6 through 9 (entitled "Phase I and Phase I Option: Work Plan," the basic effort consisting of Tasks 1 through 3) of the Contractor's proposal submitted in response to Small Business Innovation Research Program (SBIR) Topic Number A03-242 "The Robotic Mule" (incorporated by reference).

C.2 Deliverables:

The Contractor shall submit two Contractor's Progress, Status and Management Reports and draft and final Scientific and Technical Reports in accordance with the requirements of Exhibit A, Contract Data Requirements List (DD Form 1423-1).

C.2.1 Contractor's Progress, Status and Management Reports (reference Exhibit A, item A001):

Each Contractor's Progress, Status and Management Report shall be in contractor format and shall address the technical information and cover all of the work performed to date against the Scope of Work. Each Contractor's Progress, Status and Management Report shall include:

- C.2.1.1 At the beginning of the report, the contractor's name and address, the contract number, the nomenclature of the program, the date of the report, the period covered by the report, the title of the report, the security classification, and the name of the issuing Government activity;
- C.2.1.2 Description of the progress made against milestones during the reporting period;
- C.2.1.3 Results, positive or negative, obtained related to previously identified problem areas, with conclusions and recommendations;
- C.2.1.4 Any significant changes to the Contractor's organization or method of operation or to the planned technical milestone schedule;
- C.2.1.5 Problem areas affecting technical or scheduling elements, with background and any recommendations for solutions beyond the scope of the contract;
- C.2.1.6 Contract schedule status;
- C.2.1.7 Plans for activities during the following reporting period;
- C.2.1.8 Name and telephone number of the preparer of report;
- C.2.1.9 Appendixes for any necessary tables, references, photographs, illustrations, and charts.
- C.2.1.10 Information contained in the first Contractor's Progress, Status and Management Report shall not be duplicated in the second Contractor's Progress, Status and Management Report unless duplication is required to clearly document an effort that overlaps the timeframe of each report.

C.2.2 Scientific and Technical Report (reference Exhibit A, item A002):

The Contractor shall prepare and submit draft and final Scientific and Technical Reports in Contractor format, addressing all of the work performed against the Statement of Work (reference C.1), in accordance with the requirements of Exhibit A, Contract Data Requirements List (DD Form 1423-1).

C.3 Option Effort

The Government shall have the option of ordering the Contractor to perform the work described on pages 10 and 11 (entitled "Phase I and Phase I Option: Work Plan," the option effort consisting of Tasks 4 and 5) of the Contractor's proposal submitted in response to Small Business Innovation Research Program (SBIR) Topic Number A03-242 "The Robotic Mule" (incorporated by reference). The option performance period shall commence upon option exercise, or six months after contract award, whichever is later.

C.4 Option Effort Deliverables

If the Government exercises the option described in section C.3, the Contractor shall deliver the following in accordance with the requirements of Exhibit A, Contract Data Requirements List (DD Form 1423-1).

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Name of Offeror or Contractor: BOSTON DYNAMICS INC.

C.4.1 Contractor's Progress, Status and Management Report: Two months after the beginning of the option performance period, the Contractor shall submit a Contractor's Progress, Status and Management Report containing all the information required by C.2.1. Reference Exhibit A, data item A003.

C.4.2 Scientific and Technical Report Addendum: Four months after the beginning of the option performance period, the Contractor shall submit an addendum to the Scientific and technical Report. The Addendum shall be in contractor format and shall address the technical information/results of all of the work performed against the section C.3 option effort. Reference Exhibit A, data item A004.

*** END OF NARRATIVE C 001 ***

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Name of Offeror or Contractor: BOSTON DYNAMICS INC.

SECTION D - PACKAGING AND MARKING

PACKAGING AND MARKING

D.1 Packaging and Packing

All items deliverable under this contract shall be packaged and packed in accordance with standard commercial practice in order to assure arrival at Destination without damage or loss.

D.2 Marking

All technical data deliverable under this contract shall be identified by the prime contractor, the name and address of the prime contractor, and where applicable, the name and address of the subcontractor who generated the data.

*** END OF NARRATIVE D 001 ***

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Name of Offeror or Contractor: BOSTON DYNAMICS INC.

SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984

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SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991

DELIVERIES OR PERFORMANCE

F.1 All items other than data (if any) called for in the Contract shall be delivered FOB Destination to:

U.S. Tank-automotive and Armaments Command
ATTN: AMSTA-TR-R, MS 263, Mr. Paul Muench
6501 East Eleven Mile Road
Warren, Michigan 48397-5000

F.2 The following shall be delivered in accordance with the Exhibit A, Contract Data Requirements List, DD Form 1423.

F.2.1 First Contractor's Progress, Status and Management Report: two months after date of award the contractor shall submit the first Contractor's Progress, Status and Management Report in accordance with section C.2.1. Reference Exhibit A, item A001.

F.2.2 Second Contractor's Progress, Status and Management Report:four months after date of award the contractor shall submit the second Contractor's Progress, Status and Management Report in accordance with section C.2.1. Reference Exhibit A, item A001.

F.2.3 Scientific and Technical Report: The Contractor shall submit the draft Scientific and Technical Report five (5) months and one (1) week after contract award. The Government will review the draft draft Scientific and Technical Report and return it to the Contractor within seven (7) days of receipt. The Contractor shall submit the final Scientific and Technical Report within fourteen (14) days after receipt of draft comments/approval. Acceptance of final report will constitute completion. Reference Exhibit A, item A002.

F.3 If the option is exercised (reference section C.3), the following shall be delivered in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423.

F.3.1 Contractor's Progress, Status and Management Report: two months after commencement of the option performance period, the Contractor shall submit a Contractor's Progress, Status and Management Report in accordance with section C.4.1.1. Reference Exhibit A, item A003.

F.3.2 Addendum to the Scientific and Technical Report: three (3) months and one week after commencement of the option performance period, the Contractor shall submit a draft Addendum to the Scientific and Technical Report. The Government will review the draft addendum and return it to the Contractor within seven (7) days of receipt. The Contractor shall submit the final addendum within fourteen (14) days after receipt of draft comments/approval. Acceptance of final addendum will constitute completion. Reference Exhibit A, item A004.

F.4 Period of performance:

F.4.1 The period of performance (including submission of the final Scientific and Technical Report) of this contract, if the option is not exercised, shall be six (6) months from date of contract award,

F.4.2 The period of performance (including submission of the Addendum to the final Scientific and technical Report)of this contract, if the option is exercised, shall be ten (10) months from date of contract award, or four (4) months from date of option exercise, whichever is later.

*** END OF NARRATIVE F 001 ***

Name of Offeror or Contractor: BOSTON DYNAMICS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u>	OBLG <u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>	JOB ORDER <u>NUMBER</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>OBLIGATED</u> <u>AMOUNT</u>
A001	E142C094EH 665502M4055	AA	2	21 42040000046N6N7EP665502255Y S20113	42C094	W56HZV \$	46,664.00
A002	E142C094EH 665502M4055	AA	2	21 42040000046N6N7EP665502255Y S20113	42C094	W56HZV \$	23,333.00
TOTAL							\$ 69,997.00

<u>SERVICE</u> <u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>OBLIGATED</u> <u>AMOUNT</u>
Army	AA	21 42040000046N6N7EP665502255Y S20113	W56HZV \$	69,997.00
TOTAL				\$ 69,997.00

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1 52.242-4016 (TACOM)	COMMUNICATIONS	MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Paul Muench
e-mail: muenchp@tacom.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: to be determined
e-mail:

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
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The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf.

[End of clause]

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Name of Offeror or Contractor: BOSTON DYNAMICS INC.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-3	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-4	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-5	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-6	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-7	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-8	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-9	252.246-7001	WARRANTY OF DATA	DEC/1991
H-10	252.227-7039	PATENTS -- REPORTING OF SUBJECT INVENTIONS	APR/1990

The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-11	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC CONTRACTING	DEC/2002
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(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your

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initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.
[End of Clause]

H-12	52.246-4026	LOCAL ADDRESSES FOR DD FORM 250	MAR/2002
	(TACOM)		

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

SPECIAL PROVISIONS

H.1 Option

The Government shall have the unilateral right to exercise an option for the effort described in sections C.3 and C.4. The Government may exercise this option at any time after contract award but no later than nine (9) months after contract award. If exercised, the option effort will be awarded on a firm fixed price basis for \$49,999. The period of performance of the option effort will be four (4) months following the date of option exercise, or four (4) months following the completion of the basic work effort work effort, whichever is later.

*** END OF NARRATIVE H 001 ***

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Name of Offeror or Contractor: BOSTON DYNAMICS INC.

SECTION I - CONTRACT CLAUSES

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-15	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-17	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-18	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-19	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-20	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-21	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-22	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-23	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-24	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-25	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-26	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-27	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
I-28	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-29	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-30	52.227-11	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-31	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-32	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-33	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-34	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-35	52.232-11	EXTRAS	APR/1984
I-36	52.232-17	INTEREST	JUN/1996
I-37	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-38	52.232-25	PROMPT PAYMENT	FEB/2002
I-39	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-40	52.233-1	DISPUTES	JUL/2002
I-41	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-42	52.242-13	BANKRUPTCY	JUL/1995
I-43	52.243-1	CHANGES--FIXED-PRICE (ALTERNATE V (APR 1984))	AUG/1987
I-44	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-45	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-46	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-47	52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-48	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-49	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-50	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-51	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-52	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-53	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-54	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003

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	Regulatory Cite	Title	Date
I-55	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-56	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-57	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-58	252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-- SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM	JUN/1995
I-59	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-60	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-61	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-62	252.235-7010	ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER	MAY/1995
I-63	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-64	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-65	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-66	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-67	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-68	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
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(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial

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registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-69 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or

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designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written

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consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT		
DESCRIPTION	LINE ITEMS	QUANTITY	TOTAL

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-70	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
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(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties

(1) In all subcontracts hereunder, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that-

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	25-NOV-2003	002	EMAIL
Attachment 001	DI-MGMT-80227	05-SEP-1986	002	EMAIL
Attachment 002	DI-MISC-80711A	21-JAN-2000	001	EMAIL